

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

BRICK TENDER

IN

ALAMEDA AND CONTRA COSTA COUNTIES

102-166-2

HOD CARRIERS LOCAL UNION NO. 166
OF THE
LABORERS INTERNATIONAL UNION OF NORTH AMERICA
 8400 Enterprise Way, Room 109
 Oakland, California 94621
 Phones: (510) 568-0141 (510) 568-0142 (510) 568-0143 Fax (510) 568-4537

August 3, 2005

RECEIVED
 Department of Industrial Relations

AUG 5 2005

TO: ALL MEMBERS OF THE NCMCMBA, AND ALL SIGNATORY
 CONTRACTORS TO THE MASON AGREEMENT

Div. of Labor Statistics & Research
 Chief's Office

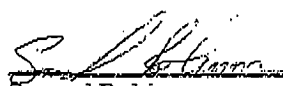
Effective July 1, 2005, the following schedule of wages, benefits, and deductions are in effect for
 Hodcarriers Local Union #166.


	7/1/04 to 6/30/05	\$2.00 INCREASE	7/1/05 to 6/30/06
TAXABLE WAGES	\$24.10 per hr	\$ 1.05 per hr	\$25.15 per hr
FOREMAN PAY (IF REQUIRED)	\$.75 per hr		\$.75 per hr
HEALTH & WELFARE	\$ 5.46 per hr	\$.45 per hr	\$ 5.91 per hr
PENSION (1)	\$ 4.30 per hr	\$.50 per hr	\$ 4.80 per hr
PENSION (2) MONEY PURCHASE PLAN	\$ 2.75 per hr		\$ 2.75 per hr
SET UP TIME	\$ 5.00 per day		\$ 5.00 per day
TRAINING	\$.10 per hr.		\$.10 per hr

VACATION, DUES CHECK-OFF, AND ORGANIZING INCLUDED IN WAGES
 (Vacation \$3.00 per hour, Dues Check-Off \$1.10 per hour, Organizing \$0.25 per hour --
 Total \$4.35 per hour)

Apprentice Percentages were changed to reflect new State law:
 Pre-apprentice 40%, 46%, 55%, 64%, 73%, 82%, 91%.

Fringe forms will be supplied prior to the reporting date.


 Samuel Robinson
 Business Manager/Secretary-Treasurer


 Elwood Smith
 President/NCMCMBA

Dated: 8-3-05

Dated: 8.3.05

162-166-2

Hod Carriers Local Union No. 166

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

Affiliated with the AFL-CIO

8400 ENTERPRISE WAY, ROOM 109

OAKLAND, CALIFORNIA 94621

Phone: 568-0141, 568-0142, 568-0143

MCP

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JUL 22 1999

Div. of Labor Statistics & Research
Chief's Office

HODCARRIERS LOCAL #166 AGREEMENT

This agreement made and entered into this first day (1st) of July 1997 by and between the Northern California Mason Contractor Association, Inc., hereinafter referred to as the "Association", for and on behalf of the employers who have delegated to this Association the authority to negotiate and sign collective bargaining agreements on their behalf and listed in this Agreement,

AND

HOD CARRIERS' LOCAL UNION #166, AFFILIATED WITH THE Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH

Whereas, it is the desire of the parties hereto to formulate an agreement which will prevent strikes or lockouts, insure peaceful adjustment between said parties, prevent stoppage of work and tend to stabilize and strengthen the building industry, it is agreed between the parties as follows:

RECOGNITION

1. The Association hereby recognizes and acknowledges Hod Carriers' Local Union #166 as the sole and exclusive collective bargaining representative of all employees in the area and work covered by this Agreement.
2. The Union recognizes the Association as the sole and exclusive bargaining representative of all employers who have delegated their bargaining rights to the Association.

DEFINITIONS

1. The term "Association" shall mean Northern California Mason Contractors Association, Inc.
2. The term "Member of the Association" shall mean any person, firm or corporation who is now or hereafter may become a member of the Northern California Mason Contractor Association, Inc. and who has either signed a delegation of his bargaining rights to the Association or has signed this Agreement.
3. The term "Individual Employer" shall mean any person, firm or

including the Bulletin Board of the Union.

ARTICLE III - REGULAR WORK DAY

Section 1. On maintenance and repair of existing structures performed in the refractory industry, i.e. existing stacks, furnaces, glass tanks and boilers in refineries, ships and industrial plants, eight (8) hours shall constitute a day's work, from 8:00 a. m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday through Friday inclusive. THE STARTING TIME SHALL BE OPTIONAL WITH THE EMPLOYER. All wage and fringe contributions shall be as shown in Article V, Section 3, of this Agreement.

Section 2. On all masonry work, other than herein above excluded, a regular work day shall consist of seven (7) or eight (8) hours per day at the option of the employer. A regular work week shall consist of five (5) regular week days totaling thirty-five (35) or forty (40) hours per week. Lunch period shall be from 12: 00 noon until 12:30 p.m. The regular working hours shall be seven (7) or eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m. Set up time shall be payable at the rate of five dollars (\$5.00) per day,

ARTICLE IV - SUBSISTENCE

Section 1. It is agreed that subsistence shall be paid in accordance with the following: Subsistence shall be paid at the maximum rate of fifty dollars (\$50.00) per day, as shown on receipts for expenses, for each day worked. If the job site is located over one hundred(100) road miles from the closer of the employee's residence or the employer's shop, subsistence shall be paid at the maximum rate of fifty dollars (\$50.00) per day. In addition to subsistence pay, transportation expenses for one (1) trip per week at thirty onecents (\$0.31) per mile each way plus bridge tolls, until the job is completed or the employee is laid off The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

ARTICLE V - WAGE SCALE AND FRINGE CONTRIBUTIONS

Section 1. The Association and the Union agree that payments will be made into the existing Hod carriers' Union Local #166 Health & Welfare Fund, the Hod carriers' Union Local # 1 66 Pension Funds, and the Hod carriers' Union Local # 1 66 Vacation Fund, and the Local Union #166 Cash Bond Trust Fund, in accordance with the requirements as set forth in this Article V. Each employer covered by or signatory to this Agreement agrees to, and shall be bound by all the terms, conditions and provisions of these certain trust agreements establishing the Funds herein above listed and any changes, additions, amendment or amendments thereto which are not in conflict with the terms of this Agreement. It is understood, however, that this Agreement, beyond requiring the payments, cash bond, liquidated damages, interest and collection costs for failure to make payments as required by this Agreement, does not obligate any of the parties signatory hereto, or covered hereby, to furnish or to guarantee the benefits provided by the Funds herein above listed, In addition, the employer agrees in the same manner to the terms and conditions of the Local #166 Cash Bond Trust Agreement established to hold and assess the cash bond contributions as required by this Agreement.